

MEMO ENDORSED

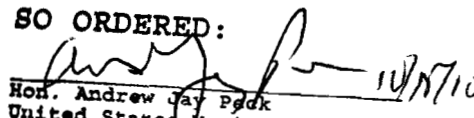
USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
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DATE FILED: 10/15/10

09 civ. 10166 (BSJ) (AJP)

As discussed with counsel on the telephone this afternoon:

The Settlement agreement attached to Mr. Byrne's letter (but which I am not attaching to this Order) sure looks binding. If the dispute is about the language in the release Mr. Byrne drafted, use a general Blumberg release form without modification. If Mr. Kranjac still refuses to go forward with the settlement agreement, plaintiff should move to enforce the agreement, which will result in the terms of the agreement becoming public, and likely will result in entry of judgement against Mr. Kranjac- and possible referral of him to attorney disciplinary authorities.

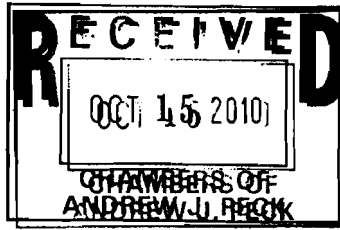
SO ORDERED:


Hon. Andrew Jay Pask
United States Magistrate Judge

Copy ECF: All Counsel
Judge Jones

BY ECF

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October 15, 2010

Reply To:

Coral Gables

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Direct dial: (305) 262-4433

dbyrne@becker-poliakoff.com

VIA: FACSIMILE TO 212-805-7933

Hon. Andrew J. Peck
United States Magistrate Judge
United States District Court
for the Southern District of New York
500 Pearl Street, Room 1370
New York, New York 10007-1312

MEMO ENDORSED
- ATTACHED

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Re: Douglas Graham v. Mario Kranjac, Esq. case no. 09-cv-10166
(BSJ)(AJP)

Dear Magistrate Peck:

I am writing on behalf of the Plaintiff, Douglas Graham, seeking an order enforcing the settlement agreement between the parties reached at the mediation on September 23, 2010.

Attached is a copy of the settlement agreement reached at mediation. It was negotiated during an entire half-day session. The terms of the agreement were negotiated between the parties, including the addition of two paragraphs 5 & 6, which were insisted to by the Defendant, with the language changing as the initials make clear. The Defendant authored the language in paragraph 6. At the conclusion of the mediation, the parties drafted and executed the attached agreement which is enforceable as written.

The agreement is straightforward and simple, requiring only the execution of a general release of all claims between Douglas Graham and Mario Kranjac, and between Douglas Graham and the firm of Lazare, Porter, Giacobas & Kranjac, LLP as provided by paragraph 3.

Plaintiff has attempted to draft a simple release that would meet the requirements of paragraph 3, a copy of which is attached, but the Defendant refuses to execute the release, instead attempting to renegotiate the settlement to add additional terms, provisions and even parties to the settlement that are not part of the agreement reached at mediation and have nothing to do with a general release of claims.

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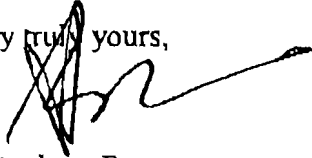
TEL AVIV

By appointment only

Hon. Andrew J. Peck
October 15, 2010
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The Plaintiff respectfully requests that the Court order the Defendant to comply with the terms of the settlement agreement and execute the general release in the form attached.

Very truly yours,

A handwritten signature in black ink, appearing to read 'D. Andrew Byrne', with a long horizontal flourish extending to the right.

D. Andrew Byrne

Cc: Christopher Block, Esq. (with all enclosures) via fax 212-269-2232
Michael Furman, Esq. (with Mutual Release only) 212-867-4118